AGREEMENT

BETWEEN

THE COLCHESTER BOARD OF EDUCATION

AND

UNITED PUBLIC SERVICE EMPLOYEES UNION, LOCAL 424 – UNIT 54
COLCHESTER BOARD OF EDUCATION NURSES

July 1, 2019 through June 30, 2023

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AGREEMENT

BETWEEN
THE COLCHESTER BOARD OF EDUCATION
AND
THE COLCHESTER BOARD OF EDUCATION NURSES,
UNITED PUBLIC SERVICE EMPLOYEES UNION

THIS AGREEMENT IS MADE AND ENTERED INTO by and between the Colchester Board of Education of the Town of Colchester (hereinafter referred to as the "Board") and the Colchester Board of Education Nurses, United Public Service Employees Union (UPSEU), (hereinafter referred to as the "Union")

WHEREAS, Connecticut law recognizes the procedure of collective bargaining as a peaceful, fair and orderly way of conducting relations between municipal employees and their employer, and

WHEREAS, the school nurses employed by the Colchester School System selected as their sole representative the Union, resulting in the Union becoming exclusive bargaining representative for the school nurses and

WHEREAS, the Board and its designated representatives have met with representatives of the Union and have fully considered and discussed amongst themselves, salary schedules, working conditions, personnel policies and other conditions, relative to employment, it is agreed as follows:

ARTICLE I
RECOGNITION

The Board recognizes the Union as the exclusive bargaining representative for the School Nurses excluding employees in such classifications who work less than twenty (20) hours per week, for the purpose of negotiating with respect to salary, fringe benefits and conditions relative to employment.

ARTICLE II
BOARD'S PREROGATIVES

It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Colchester in all its aspects, including but not limited to the following:

to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Colchester;

to give the children of Colchester as nearly equal advantages as may be practicable;

to decide the need for school facilities;

to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes;

to determine the number, age and qualifications of the pupils to be admitted into each school;

to employ, assist and transfer school employees;

to suspend or dismiss school employees in the manner provided by statute or board policy;

to designate the schools which shall be attended by the various children within the Town;

to make such provisions as will enable each child of school age residing in the Town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable;

to prescribe rules for the management, studies, classification and discipline for the public schools;

decide the textbooks to be used;

to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore and to approve plans for school buildings;

to prepare and submit a budget to the Board of Finance and, in its sole discretion, expend monies appropriated by the Town for the maintenance of the schools, and to make transfers of funds within the appropriate budget as it shall deem desirable.

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of the Agreement. No action taken by the Board with respect to such rights, responsibilities, and prerogatives, other than as there are specific provisions herein elsewhere contained shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE III
NON-DISCRIMINATION

The Board agrees to continue its policy of non-discrimination against any bargaining unit members on the basis of any Federal or State of Connecticut protected classifications, including race, color, national origin, age, sex or marital status, religion, sexual orientation, ancestry, disability, pregnancy, genetic information, gender identity or expression, veteran status, or membership or participation in, or association with, the activities of any school nurse organization, except in the case of a bona fide occupational qualification. Complaints under this Article are excluded from the grievance arbitration procedure in this contract. (Article VIII Step 4, A).

ARTICLE IV
WORKING CONDITIONS

A. Work Year:

1. The work year for school nurses shall be 184 days, as reflected on the Salary Schedule. The Board reserves the right to schedule the work year for school nurses between 181 and 200 days, subject to paragraph 2 below. Should the Board exercise this option and change the work year, the Board shall provide written notification on or before May 1ST for a change in the work year in the following school year. The salary schedule shall be adjusted pro rata for any such change in the work year.

2. The work year shall be as assigned by the school administration in accordance with the school calendar. Employees shall receive a tentative schedule during the month of September. If the Board changes the work year, it will negotiate with the Union over the impact of the changed work year on members of the bargaining unit.

B. Work Hours:

1. Employees shall be paid for hours worked.

2. If, in his or her discretion, the Superintendent releases employees early or permits a late start to the work day because of inclement weather or other good cause, such employees shall receive compensation for the hours they were otherwise scheduled to work, unless a full day is canceled, in which case said day may be rescheduled by the Superintendent. The work schedule as assigned by the Superintendent shall not depend upon whether school for students is closed early, starts late or is canceled for the day.

3. The work day for building nurses shall consist of a seven and one-half (7.5) hour day. Building nurses shall be at their assigned stations at least twenty (20) minutes

before students' arrival time. Building nurses working a full-time schedule shall remain in the building after the close of school for consultation with parents, teachers and administrators and to provide aid to students as needed. The 7.5 hour work day shall also include the time for the fulfillment of additional duties consistent with established practice. The Board may establish building nurse schedules that are between seven and one-half (7.5) and eight and one-half (8.5) hours in length on specific days in order to encompass the time needed for district after school activities, if any.

If any school nurse is regularly scheduled to work longer than a 7.5 hour day, she/he shall receive an additional annual salary payment reflective of an hourly rate calculated by dividing his/her annual salary by the regularly scheduled hours in the work year (the number of days scheduled in accordance with paragraph A.1. above times 7.5 hours).

In addition to the building nurse positions, the Board may establish additional bargaining unit nurse positions, with the schedule set for each position on an annual basis by the Superintendent of Schools.

4. Vacancies directly caused by the creation of new positions, death, retirement, resignation or any other severance from employment shall be posted for five (5) days on the district's website. However, the Board reserves the right to make interim appointments. The most qualified applicant to the position shall be appointed. Qualifications shall be determined by the Superintendent, whose judgment shall be final and binding.

5. With the prior approval of the Superintendent, once per month the Nurse Supervisor may meet with all employees (as a group) under his/her supervision for up to one hour to provide updates and review procedures after normal school hours. Employees shall be compensated at their appropriate rates of pay for attendance.

6. As part of the responsibility for directing and supervising school nurses articulated in the Nurse Supervisor job description, the Nurse Supervisor will engage in on-site supervision at least once per month at each school health office.

7. After School Activities/Summer Programs:

    a. The administration shall publicize the availability of after school activities and summer coverage assignments to school nurses within the bargaining union as soon as practicable after such assignments become known to the administration.

    b. While bargaining unit nurses may volunteer for such assignments, the administration shall not be required to use bargaining unit nurses for such assignments.

c. The parties acknowledge that the administration may utilize outside contractors and/or substitute nurses in order to accommodate the need for nursing care for after school activities or summer programs.

d. Bargaining unit nurses who provide nursing coverage for after school activities during the student school year (which cause the nurse's hours on a particular day to exceed 7.5 hours), shall be compensated for such activities at an hourly rate calculated by dividing the nurse's annual salary divided by the regularly scheduled hours in the work year, (the number of days scheduled in accordance with paragraph A.1. above times 7.5 hours).

e. Bargaining unit nurses who provide nursing coverage for summer programs shall be compensated for such programs at an hourly rate calculated by dividing the nurse's annual salary divided by the regularly scheduled hours in the work year, (the number of days scheduled in accordance with paragraph A.1. above times 7.5 hours).

f. In the event that the administration is not able to obtain nursing coverage for such assignments, either through volunteers from the bargaining unit, substitutes or contracted nursing services, the Board reserves the right to require bargaining unit employees to provide such coverage. The school nurse supervisor shall be responsible for arranging for coverage in such instances. When possible, the Board shall give at least two (2) calendar days' notice of the need for such coverage.

C. Every employee represented by this Agreement will be given a duty-free lunch period of not less than twenty (20) minutes incorporated within the above designated work day.

D. Tentative Assignments:

Employees should be notified in writing of their tentative assignment for the next school year on or about June 1st. Any change(s) made in the table of organization made through the annual budgetary process by the Board that leads to the elimination of positions within the bargaining unit shall be subject to discussion with the Union at least four (4) weeks prior to the change(s) going into effect. For all other position eliminations, the Board shall discuss the change(s) with the Union at least two (2) weeks in advance.

E. Employee Protection:

The Board shall protect and save harmless any employee from financial loss or expense, including legal fees and costs, if any, arising out of any claim, demand, suite or judgment by reason of alleged negligence or other act resulting in bodily injury to or death to any person or damage to or destruction of property within or without the school building, provided such employee at the time of the occurrence resulting in injury, damage or

destruction was acting in the discharge of duties within the scope of employment or under the direction of the Board as set forth in Connecticut General Statutes §10-235. Complaints under this paragraph are excluded from the grievance arbitration procedure in this contract. (Article VIII Step 4, A).

F. Probation:

New employees shall serve a probationary period of ninety (90) working days that do not include days missed because of illness or other leave, and shall have no seniority rights during this period, but shall be subject to all other provisions of this agreement, except the right to grieve any disciplinary matters through the grievance procedure. All employees who have completed the probationary period shall acquire length of service records as of the date of their employment.

G. Just Cause:

No employee shall be suspended or discharged without just cause. Objections to earlier written or verbal discipline may be raised at the time of suspension or discharge.

ARTICLE V
LEAVES OF ABSENCE

Sick Leave:

A. Every employee will receive sick leave of eighteen (18) days a year prorated on the basis of one and one-half (1½) days per month accumulated up to one hundred fifty (150) days. Justification of excessive absenteeism may be required by the immediate supervisor. Employees may use up to six (6) days per year of paid sick leave to care for an immediate family member. For the purposes of this paragraph, immediate family member shall be defined as spouse, parent, brother, sister, child, grandparent, or grandchild.

B. Sick leave may be taken in full day or one-half (1/2) day increments.

Childbirth:

Absence for employee for birth of child to spouse not to exceed two (2) paid days in any school year, except as may be required by law.

Funeral Leave.

In addition to the sick leave, each employee shall be entitled to absence with full salary not to exceed four (4) days for the death of spouse, child or parents of the employee, with such days to be taken either immediately following the date of death or contiguous with the funeral/memorial

service (funeral leave days need not be taken all at the same time). For the death of any other member of the immediate family, this absence shall not exceed three (3) days. Members of the immediate family include: parents of current spouse, grandparents, grandchildren, brothers, sisters, and any relation who resides in the employee's household.

Such leave shall be with pay. Upon request and in special circumstances, the Superintendent may grant such leave in excess of four (4) days.

Personal Leave.

A. Members of the bargaining unit will be allowed a maximum of four (4) personal days without loss of pay per year. It is understood that all four (4) days are granted only for matters of pressing personal needs which cannot otherwise legitimately be performed outside the working day. The reasons for which personal days are granted are:

   1. A death of a close friend or a relative other than those individuals listed above for funeral leave.
   2. An emergency which arises over which the employee has no control;
   3. Legal business;
   4. Wedding within the employee's immediate family; immediate family defined as son, daughter, mother, father, sister, brother, grandparent, or grandchild;
   5. Religious holiday.
   6. Employee's child/step-child or grandchild's graduation from High School or College.
   7. Up to one (1) day for which no specific reason is required to be given.

B. When an employee notifies the building administration of his or her intent to use a personal day, he/she will indicate for which of the seven (7) reasons, in Paragraph A above, the day is being taken.

C. Except in cases of emergency, notice shall be given to the building principal at least forty-eight (48) hours in advance.

D. All personal days shall not exceed four (4) days per year.

E. In order to help ensure continuity for students, personal leave shall normally not be granted on the last day before a school holiday or vacation period or on the first day of school after a holiday or vacation period. Exceptions to this rule shall be made for emergencies which arise over which the employee has no control; and may be made for extenuating circumstances by the Superintendent.

F. Personal leave may be taken in full day or one-half (1/2) day increments.

Jury Duty:

An employee shall be entitled to full pay at current base rate for absence due to jury duty provided that reimbursement for same and regular pay together does not exceed the employee's regular wage. The employee shall give adequate notice of jury call to his or her supervisor.

Maternity and Adoption Leave:

1. Maternity leave shall be granted by the Board of Education, and the employee may use accumulated sick leave for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

2. Leave shall continue as long as the employee is disabled. The Board shall be notified if possible at least thirty (30) days before the estimated time of commencement of the leave.

3. The availability of extension of leave, the accrual of seniority and other benefits and privileges, reinstatement and payment under any health or temporary disability due to pregnancy or childbirth shall be available on the same terms and conditions as they are applied to other disabilities.

4. Employees who are expecting to deliver or adopt a child or whose spouse is expecting to deliver a child may request a child rearing leave of absence without pay or benefits of up to one year. Employees shall request such leave at least sixty (60) days prior to the anticipated commencement of such leave, and such leave request shall set forth the anticipated date on which leave shall conclude. Whenever possible, employees who return from leave during the same school year shall be returned to his/her former assignment. Employees on such leave may continue to participate in the group insurance coverage at their own expense.

Leaves Without Pay:

Leaves of absence without pay may be granted upon application in cases of extreme personal hardship such as, but not limited to, extended illness of the employee, illness of a member of the immediate family, or other reasons, upon recommendation of the Superintendent and subject to the approval of the Board.

Family and Medical Leave Act:

The provisions of the federal Family and Medical Leave Act shall apply to members of the bargaining unit who are eligible in accordance with its terms; and any leaves taken under this agreement that are covered by this Act shall run concurrent with any leave under the federal Family and Medical Leave Act.

Medical Verification for Illness related Leaves:

The Board reserves the right to verify the need for and period of disability through review by a physician it selects and pays for.

ARTICLE VI
SENIORITY

A. School nurses will have system wide seniority, based upon the length of service with the Colchester School System.

B. Layoffs:

In the event layoffs, school nurses with the least seniority shall be laid off first. If seniority is the same for two employees, the decision as to which one is retained will be made by the Superintendent based upon the qualifications of the employee to perform the duties.

All employees who have been laid off will be placed on a recall list for two (2) years and must be offered re-employment before any new people can be hired to fill the vacant positions. Notification of recall shall be mailed, return receipt requested, to the last address given by the employee. If the laid off employee refuses the offer or does not respond to a notification of recall issued by the Board within fifteen (15) calendar days, then that employee relinquishes all rights to recall.

C. Nursing personnel presently working on a part-time basis (less than twenty (20) hours per week) shall be given preference for full-time vacancies, provided that they are qualified to perform the job responsibilities as determined by the Superintendent.

ARTICLE VII
PERSONNEL FILES

Official employee files shall be maintained in accordance with the following procedures:

A. Administrators will be encouraged to place in the file information of a positive nature indicating special competencies, achievements, performances or contributions of a civic nature. All material received from and signed by responsible sources concerning an employee's conduct, service or character may be placed in the file. No anonymous letters or materials shall be placed in an employee's personnel folder. The employee shall be notified in advance of the placement of any critical material in his/her file by being provided with a copy of such material with the notation, "cc: Personnel File." Employees have the right to respond by addenda affixed to such critical material.

B. The employee shall upon request be given the opportunity to review and/or obtain copies of the contents of his or her file. Reasonable requests for review shall not be withheld. It shall be the responsibility of the central administration, when requested, to arrange a convenient appointment with each employee which will enable that employee to have ample time to fully review any and all documents in his or her file.

C. The employee has the right to reply to any document with a formal letter addressed to the Superintendent of Schools. This letter will be placed in the file.

ARTICLE VIII
GRIEVANCE PROCEDURE

Definitions:

A. A "grievance" shall mean a complaint by a grievant that there has been a violation, misinterpretation or misapplication of the provisions of this contract.

B. As used in this Article the term "grievant" shall mean either (1) an individual employee or (2) a group of employees having the same grievance, or (3) the Union.

C. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, solutions to any problems which may arise.

D. No reprisals of any kind shall be taken by any member of the Board or Administration against any participant in the grievance procedure by reason of such participation.

E. All "days" shall mean work days (during the summer recess, a work day is defined as a day upon which the Superintendent's office is open).

Procedures:

A grievant and a Union Representative (if the grievant so desires) shall first discuss the grievance with their school principal or Director of Pupil Services and Special Education.

STEP I If the matter is not satisfactorily adjusted within five (5) days, the grievant shall submit it in writing within five (5) days to the Director of Pupil Services and Special Education. Such written grievance must be filed within ten (10) days of the date that the grievant should have been logically aware of the act or circumstances giving rise to the grievance, except that an extension shall be granted if mutually agreed-upon and reduced to writing. The Director of Pupil Services and Special Education shall meet with the grievant and a Union representative and must render his/her decision in writing, with copies to the grievant and the Union, within five (5) days of the meeting with the grievant.

STEP II Failing satisfactory settlement within such time limit at Step I, the grievant may within five (5) days appeal the Step I decision in writing to the Superintendent, and such writing shall set forth specifically the basis of the grievance. The Superintendent or his/her designee shall meet with the grievant and a Union representative within five (5) days of receipt of such appeal and shall give his/her decision in writing to the grievant and the Union within five (5) days of such meeting.

STEP III Board Level Grievance

Failing satisfactory settlement within such time limit at Step II, the grievant may, within five (5) days, appeal the Step II decision in writing to the Board of Education. The Board shall hold a hearing with the employee within twenty (20) days of the receipt of the written grievance and render a decision in writing to the grievant and the Union within ten (10) days of the hearing.

STEP IV Arbitration

A. If the decision of the Board does not resolve the grievance to the satisfaction of the Union, it may submit the grievance to the American Arbitration Association, in accordance with applicable administrative procedures, practices, and rules. Whether or not previously indicated at earlier steps, the provisions of the contract which are involved shall be identified in the submission.

B. Notice of intention to submit to arbitration under subsection A. above, must be in writing addressed to the Superintendent of Schools, and submission to arbitration must be made no later than fifteen (15) days following receipt of the Board's decision.

C. The arbitrator shall hear and decide only one grievance in each case unless otherwise agreed to by the parties. He/She shall be bound by and must comply with all the terms of the contract. He/She shall have no power to add to, delete from, or modify in any way any of the provisions of this contract.

D. With respect to grievances involving a violation, misinterpretation or misapplication of the provisions of this contract, the arbitrator's decision shall be final and binding.

E. Fees and expenses of the arbitrator shall be borne equally by the Board and the Union.

General Provisions:

A. A grievant may be self-represented at steps one through three of the grievance procedure or by a Union Officer or Unit Representative.

B. Nothing contained herein shall be construed to prevent any individual employee from informally discussing a complaint with his/her school principal or Director of Pupil Services and Special Education.

C. Meetings held under this procedure shall generally be conducted on non-school time at a place that will afford a fair and reasonable opportunity for all persons proper to be present and to be heard. If, at the option of the Board, hearings are held during school hours, persons required to be present shall be excused without loss of pay.

D. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

E. During the summer recess a written grievance must be filed within twenty (20) days of the date that the grievant should have been logically aware of the act or circumstances giving rise to the grievance.

F. The parties may mutually agree to participate in mediation, on such terms and conditions as may be established in writing.

G. The parties may mutually agree in writing to hold any of the grievance timelines in abeyance.

ARTICLE IX
UNION RIGHTS

A. Information to the Union:

1. The parties shall make available to each other upon request any and all information, statistics and records which are relevant or necessary for the proper enforcement and implementation of the terms of this Agreement or for negotiating a successor agreement, to the extent to which such material is available or is reasonably obtainable, except for information which is legally privileged. A copy of the public agenda of the regular board meeting shall be available to the official Union representative to the Board, through posting on the district's website.

   Minutes of Board meetings shall be made available to the official Union representative electronically, through posting on the district's website.

B. Copies of Agreement:

The Board agrees to post the collective bargaining agreement on its website.

C. School Visitations:

The Board shall permit the Union representative, with the permission of the principal or, in his/her absence, the person in charge of the school, to visit the schools for any purpose relating to the terms and conditions of this Agreement. This permission shall not be unduly withheld. Any such visits shall be conducted in accordance with the school district's visitors' policy and procedures. If conferences with members of the bargaining unit are necessary, they shall be scheduled outside of working hours or on scheduled breaks so as not to interfere with the duties and responsibilities of the school employee(s).

D. Dues Deduction:

1. The Board agrees that, upon submission of a dues checkoff card for payroll deduction of his/her Union membership dues, the proper deduction will be made each month from the employee's salary and forwarded to the Union monthly. Upon the payment thereof to the Union the Board shall be held free and harmless from any liability in handling such Union dues and may require a release from the Union.

2. All employees may remain or become a member of the Union.

3. The Board shall deduct the amount certified by the Union as the annual dues from the pay of each Union member in equal semi-monthly installments. All such deductions shall be remitted to the Union by the fifteenth (15th) day of the month for which the deduction is made.

4. Payments for new employees shall commence within thirty (30) days following the receipt of a written authorization for deduction.

5. The Union shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of, or be by reason of, actions taken against the Board as a result of administration of the provisions of this section.

ARTICLE X
CONDITIONS OF EMPLOYMENT

Prior to making any changes in the terms and conditions of employment, the Board shall negotiate such changes with the Union in accordance with law.

ARTICLE XI
FRINGE BENEFITS

A. Each employee will receive information pertaining to all applicable insurance policies and contracts. Copies of the insurance policies and contracts are also available on request.

Eligible employees electing to enroll in the Board's insurance program will receive the insurance coverage as listed below. Any unit member hired on or after July 1, 2020 must be regularly scheduled to work thirty (30) hours per week to enroll in the Board's insurance program.

The Board shall provide the following coverage, subject to the conditions herein stated, to all eligible employees as described above.

1. The High Deductible Health Care Plan (HDHP) as outlined in Appendix A with the employee paying sixteen percent (16%) for contract year 2019-2020 and 2020-2021, shall increase to seventeen percent (17%) for 2021-2022, and shall increase to eighteen percent (18%) for 2022-2023.

   The Board shall provide prescription drug with family coverage for employees through the applicable formulary, with employee retail co-payments of $10/$25/$40 (generic/preferred brand/non-preferred brand) and mail order co-payments of $10/$50/$80 (generic/preferred brand/non-preferred brand) for a 90 day supply. There is an unlimited maximum. Drug co-payments are applicable after the deductible is met.

2. The following Vision Care Rider, with family coverage is provided to each eligible unit member with the same premium share as noted in Section A1, hereinabove. Coverage is provided according to policy schedule:

   a. Visual examination, including refractions.

   b. Lens, including coverage for:

      (1) Single lenses
      (2) Bi-focal lenses
      (3) Tri-focal lenses
      (4) Contact lense(s)
      (5) Frames

3. The Board shall provide each eligible unit member of the bargaining unit electing insurance with family coverage the following dental coverage with the same premium share as noted in Section A1, hereinabove:

   a. The Blue Cross/Blue Shield FLEX Plan for Dental Care as outlined in Appendix B which shall not have any deductible (first dollar coverage) for diagnostic/ preventative dental services which shall include, but not be limited to, oral examination, x-rays, simple extractions, emergency treatment, prophylaxis (cleaning), fluoride treatments, repair of dentures, fillings, and endodontics as described in the plan provided.

b. There will be a twenty-five dollars ($25.00) per insured individual, per year front-end deductible for all other basic benefits covered by the FLEX Dental Plan.

c. Payments are to be based on reasonable and customary charges.

d. Dental coverage shall also include all Rider A benefits (inlays [not part of bridge], crowns [not part of bridge], space maintainers, oral surgery and apicoectomy) payable to eighty (80%) percent of reasonable and customary charges.

e. Dental coverage shall also include all Rider D benefits (orthodontist) payable at the rate of sixty (60%) percent of covered expenses until the insurance carrier has paid six hundred dollars ($600.00) per insured individual under the age of 20; the six hundred dollars ($600.00) is a lifetime maximum.

f. Insured/spouse and unmarried dependent child 19-24. For employees hired after July 1, 2004, dependents over nineteen must also be full-time students. The conditions set forth in this subsection shall not replace any conditions set forth under applicable state or federal law.

g. Coverage will be limited to a maximum benefit of $2,000 per person per calendar year for Diagnostic & Preventive and Basic services as outlined in Appendix B.

B. All members of the bargaining unit who retire after twenty (20) years' service in Colchester shall be allowed to buy any of the coverages offered to active employees within the bargaining unit at the Group Rate under the Group Policies of the Board at their own expense. Provisions of this coverage are to be determined by the terms and conditions of the individual insurance companies and/or plan administrators.

C. The Board may substitute insurance carriers as it sees fit so long as the new carrier provides reasonably comparable coverage and administration. The agreement of the Union must be obtained in writing before a carrier is changed by the Board. The Agreement of the Union shall not be unreasonably withheld. Disputes as to comparability are to be resolved forthwith by final and binding arbitration before a mutually agreeable arbitrator experienced in matters of insurance coverage.

E. All bargaining unit members shall receive Twenty--Thousand ($20,000) Dollars in life insurance.

F. The Board shall implement and maintain a Section 125 Salary Reduction Agreement which will be designed to permit exclusion from taxable income of the employee's share of health and life insurance premiums. The Board makes no representation or guarantees as to the

initial or continued viability of such a salary reduction agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Union or any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the salary reduction agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.

ARTICLE XII
SAVINGS CLAUSE

1. If any provision of this Agreement is, or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substituted action shall be subject to appropriate consultation and negotiation with the Union.

2. In the event that any provision of this Agreement is, or shall at any time be contrary to law, all provisions of this Agreement shall continue in effect.

ARTICLE XIII
MISCELLANEOUS

A. 1. Each school nurse may be allowed time of up to three (3) working days during each contract year for planned professional growth with the approval of the administration without loss of salary.

2. Nurses requesting such leave shall make such request at least two (2) weeks in advance.

3. The Board of Education shall reimburse expenses which are approved at least one day in advance by the Director of Pupil Services and Special Education.

B. Any employee required by the Board to use his/her personal automobile in the discharge of his/her job duties, shall be reimbursed for his/her mileage at the I.R.S. approved rate.

C. The Union shall not instigate, support or condone any strike, slowdown or interference with the orderly operation of the school system.

D. The Board shall reimburse any member of the bargaining unit for the cost (tuition, materials) of specialized training as the Board may require.

E. The Board shall promptly reimburse employees for any liability insurance that covers licensure proceedings paid for by the employee upon receipt of proof of purchase each school year up to $110 per year.

F. Subject to budgetary limitations and with the prior approval of the Superintendent, employees shall be promptly reimbursed for the cost of any seminar, conferences or similar event and reasonable expenses toward attendance of such event directly related to the nursing profession up to five hundred dollars ($500) per school year. Employees shall be compensated at the appropriate hourly rate for all hours worked while in attendance during regular working hours.

G. The Nurse Supervisor shall plan for one training each academic year that shall happen on a Professional Development day. The district shall allocate $500 per year for the costs associated with this professional development program. This training must receive approval from the Director of Special Education and Pupil Personnel.

ARTICLE XIV
MATTERS NOT COVERED

With regard to the matters not covered by this Agreement, the Board agrees to make no changes in existing policy that would affect hours, wages or other conditions of employment without prior consultation with the Union, except that unilateral change in major terms and conditions of employment (i.e. mandatory subjects of bargaining) shall require negotiations between the parties.

ARTICLE XV
DURATION

A. This Agreement shall be effective upon ratification by the unit and approval by the Board and shall remain in effect through June 30, 2023, notwithstanding the foregoing, salary increases shall be retroactive to July 1, 2019.

B. This Agreement shall constitute the full and complete agreement between the parties, and neither party shall be obligated during its term to negotiate on any item, except by mutual written consent, whether it is covered by this Agreement or not.

ARTICLE XVI
RETIREMENT PLAN

A. The Board shall establish a retirement plan either similar to or part of the Town of Colchester plan. The Plan is a Section 457/individual I.R.A. plan, as set out below. The

key provisions of the plan are set out below for informational purposes. The Plan shall be as set out in the Plan documents, which shall be controlling, and which are available to unit members upon request.

B. For unit members hired on or after July 1, 2020, contribution by the Board is 3% of base (not including overtime) pay up to the beginning of the fiscal year following the completion of the fourth year of employment. Thereafter, the Board will contribute 4% of base (not including overtime) pay.

Employees may contribute into and withdraw monies from the 457 Plan in accordance with limits established under federal law. If the account is closed completely, the employee shall be excluded as a participant in the future. The Board contribution shall be made to the 457 Plan through payroll deduction in accordance with law.

C. Upon request of a unit member, the Board shall deduct from the member's salary any amount designated for a pension or retirement plan. The Board shall forward such monies to the designated pension or retirement plan. It is understood that such deduction be in equal amounts for each pay period and extend over at least three months before the member may make a change.

ARTICLE XVII
SALARY SCHEDULES

The parties agree to the following general wage increase schedule:

Year 1 effective and retroactive to July 1, 2019	2.25%
Year 2 effective July 1, 2020	2.00%
Year 3 effective July 1, 2021	2.00%
Year 4 effective July 1, 2022	2.00%

Step	2019-20	2020-21	2021-22	2022-23
1	$48,320.66	$49,287.07	$50,272.82	$51,278.27
2	$50,572.15	$51,583.60	$52,615.27	$53,667.58
3	$52,823.56	$53,880.03	$54,957.63	$56,056.78
4	$56,179.25	$57,302.83	$58,448.89	$59,617.87

Nurse Supervisor Stipend -- $5,000 each year.

Initial step placement of bargaining unit members shall be determined by the Superintendent, provided that new employees shall not be placed higher than existing employees who have demonstrated similar experience and skill levels.

All bargaining unit members not on the maximum step moved one step on July 1, 2019.
All bargaining unit members not on the maximum step shall move one step on July 1, 2020.
All bargaining unit members not on the maximum step shall move one step on July 1, 2021.
All bargaining unit members not on the maximum step shall move one step on July 1, 2022.

SIGNATURE PAGE

COLCHESTER BOARD OF EDUCATION

Date_____ By:_____

Date_____ By: _____

UPSEU, Unit 54 - COLCHESTER BOARD OF EDUCATION NURSES

Date_____ By: _____

Date_____ By: _____

APPENDIX A

INSURANCE PROGRAMS

HIGH DEDUCTIBLE HEALTH CARE PLAN FOR 2019-2020, 2020-2021 AND 2021-2022:

(Following are some of the co-pay, deductible, and coverage features of the HDHP Plan)

BENEFIT	
COST SHARES	
	In-Network services and Out-of-Network services subject to deductible and coinsurance.
	No Referrals Required
	Deductible: $2,000 Individual, $4,000 Two or More (Shared In-Network and Out-of-Network)
	In Network Coinsurance 100%
	Lifetime Maximum In-Network - Unlimited
	Out-of-Network Benefits
	Coinsurance 80% / 20%
	In-Network: Out-of-pocket Maximum $4,000 Individual, $7,900 Two or More; (Shared with Out-of-Network)
	Out-of-Network Out-of-Pocket Maximum: $4,000 Individual, $8,000 Two or More (Shared with In-Network)
	Lifetime Maximum Out-of-Network - Unlimited
	Only In-Network Benefits Illustrated Below
PREVENTIVE CARE	**Annual**
Pediatric	Covered 100% - Not Subject to Deductible
Adult	Covered 100% - Not subject to Deductible
Vision Exam	Covered 100% - Not Subject to Deductible
Hearing	Covered 100% - Not Subject to Deductible
Routine Gynecological	Covered 100% - Not Subject to Deductible
MEDICAL SERVICES	
Medical Office Visit	100% after deductible
Outpatient - PT/OT	100% after deductible
Chiropractic	50 visits per calendar year
	Add'l coverage after 50 visits subject to OON deductible/coinsurance

BENEFIT	
COST SHARES	
Allergy Services	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Surgery Fees	100% after deductible
Office Surgery	100% after deductible
Outpatient MH/SA	100% after deductible
EMERGENCY SERVICES	
Emergency Room	100% after deductible
Urgent Care Facility	100% after deductible
Ambulance	100% after deductible
INPATIENT HOSPITAL	**Note: All hospital admissions require pre-cert**
General/Medical & Surgical	100% after deductible
Ancillary Services (Medication, Supplies)	100% after deductible
Psychiatric	100% after deductible
Substance Abuse/Detox	Covered 100%
Rehabilitative	100% after deductible
	Covered up to 100 days per calendar year.
	Add'l coverage after 100 days subject to OON deductible/coinsurance
Skilled Nursing Facility	100% after deductible
	120 days per calendar year
Hospice	100% after deductible
OUTPATIENT HOSPITAL	
Outpatient Surgery	100% after deductible
Facility Charges	
Diagnostic Lab & X-ray	100% after deductible

BENEFIT	
COST SHARES	
Pre-Admission Testing	100% after deductible
OTHER SERVICES	
Durable Medical Equipment	100% after deductible
Prosthetics	100% after deductible
Home Health Care	100% after deductible 200 visits per calendar year.
Infertility Services	100% after deductible
Prescription Drugs	After deductible is met: 2 x retail for mail order / $10 generic, $25 preferred brand, $40 non- preferred brand; Unlimited max.

APPENDIX A -1

INSURANCE PROGRAMS

(Following are some of the co-pay, deductible, and coverage features of the HDHP Plan Effective July 1, 2022)

BENEFIT	
COST SHARES	
	In-Network services and Out-of-Network services subject to deductible and coinsurance.
	No Referrals Required
	Deductible: $2,250 Individual, $4,500 Two or More (Shared In-Network and Out-of-Network)
	In Network Coinsurance 100%
	Lifetime Maximum In-Network - Unlimited
	Out-of-Network Benefits
	Coinsurance 80% / 20%
	In-Network Out-of-pocket Maximum: $4,500 Individual, $8,150 Two or More (Shared with Out-of-Network)
	Out-of-Network Out-of-pocket Maximum: $4,500 Individual, $9,000 Two or More (Shared with In-Network)
	Lifetime Maximum Out-of-Network - Unlimited
	Only In-Network Benefits Illustrated Below
PREVENTIVE CARE	Annual
Pediatric	Covered 100% - Not Subject to Deductible
Adult	Covered 100% - Not subject to Deductible
Vision Exam	Covered 100% - Not Subject to Deductible
Hearing	Covered 100% - Not Subject to Deductible
Routine Gynecological	Covered 100% - Not Subject to Deductible
MEDICAL SERVICES	
Medical Office Visit	100% after deductible
Outpatient - PT/OT	100% after deductible
Chiropractic	50 visits per calendar year
	Add'l coverage after 50 visits subject to OON deductible/coinsurance
Allergy Services	100% after deductible
Diagnostic Lab & X-ray	100% after deductible

BENEFIT	
COST SHARES	
Surgery Fees	100% after deductible
Office Surgery	100% after deductible
Outpatient MH/SA	100% after deductible
EMERGENCY SERVICES	
Emergency Room	100% after deductible
Urgent Care Facility	100% after deductible
Ambulance	100% after deductible
INPATIENT HOSPITAL	Note: All hospital admissions require pre-cert
General/Medical & Surgical	100% after deductible
Ancillary Services (Medication, Supplies)	100% after deductible
Psychiatric	100% after deductible
Substance Abuse/Detox	Covered 100%
Rehabilitative	100% after deductible
	Covered up to 100 days per calendar year.
	Add'l coverage after 100 days subject to OON deductible/coinsurance
Skilled Nursing Facility	100% after deductible
	120 days per calendar year
Hospice	100% after deductible
OUTPATIENT HOSPITAL	
Outpatient Surgery	100% after deductible
Facility Charges	
Diagnostic Lab & X-ray	100% after deductible
Pre-Admission Testing	100% after deductible
OTHER SERVICES	
Durable Medical Equipment	100% after deductible

BENEFIT	
COST SHARES	
Prosthetics	100% after deductible
Home Health Care	100% after deductible 200 visits per calendar year.
Infertility Services	100% after deductible
Prescription Drugs	After deductible is met: 2 x retail for mail order / $10 generic, $25 preferred brand, $40 non- preferred brand; Unlimited max.

This insurance matrix appendix contains a summary and description of the HDHP Plan. It is agreed and understood by the parties that the insurance description contained in this matrix are descriptive only and is not the insurance policy. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers and/or plan administrators.

APPENDIX A-2

INSURANCE PROGRAMS

The Board will contribute to the annual deductible for employees' HDHP each year of the Agreement in the amounts set forth below:

50% for the individual plan
50% for the 2-person or family plan

The Board will make its contribution to an employee's HSA (Health Savings Account) or HRA (Health Reimbursement Arrangement) in four (4) equal installments, on the following schedule:

- 25% of Board's contribution on 1st regular payroll date after September 15th
- 25% of Board's contribution on 1st regular payroll date after December 15th
- 25% of Board's contribution on 1st regular payroll date after March 15th
- 25% of Board's contribution on 1st regular payroll date after June 15th

For plan participants who are not be eligible for an HSA (ex: Medicare enrolled or receiving benefits from TriCare or VA), the Board shall make available a HDHP/HRA plan with the same deductible funding as received by HSA participants.

Board contributions to an employee's HSA (or HRA contribution) shall be pro-rated for a partial year of employment. In the event that an employee gives written notice of his/her intent to leave the district, any further Board contributions to an employee's HSA (or HRA contribution) shall reflect the pro-rated amount of the employee's deductible funding through his/her last day of employment with the district.

APPENDIX B

INSURANCE PROGRAMS

DENTAL INSURANCE

Benefit	
Individual Deductible: Family Deductible: Lifetime maximum:	$25 (applies to Basic Services and Major Services only) $75 (applies to Basic Services and Major Services only) $600 per member per lifetime for Category 3 All other categories are subject to a maximum of $2,000 per person per calendar year. Insured/spouse and unmarried dependents to age 25. For employees hired after July 1, 2004, dependents over 19 must also be full-time students
Diagnostic and Preventive Services Initial and periodic oral exams and cleanings Topical application of fluoride Space maintainers X-rays Emergency Treatment Prophylaxis Space Maintainers	Payable at 100% of usual, customary and reasonable charges at participating dentists.
Basic Services Fillings Root Canals Stainless steel crowns Extractions Oral Surgery Repair and relining of dentures Apicoectomy Inlays 1/tooth/5 years Onlays 1/tooth/5 years Crowns 1/tooth/5 years	Payable at 80% of usual, customary and reasonable charges at participating dentists.
Major Services Orthodontics	Payable at 60% of usual, customary and reasonable charges at participating dentists (to age 19) - $600 lifetime maximum

MEMORANDUM OF AGREEMENT

In the recently-concluded negotiations, the Colchester Board of Education and the Colchester Board of Education Nurses reached the following agreement:

> The nurse supervisor in the position as of October 1, 2019, shall be grandfathered at a 7.5 hour normal work day schedule, as she has nursing supervisor duties that regularly extend her day.

COLCHESTER BOARD OF EDUCATION	UPSEU UNIT 54 - COLCHESTER BOARD OF EDUCATION NURSES
By _____	By _____
Date_____	Date_____
By _____	By _____
Date_____	Date_____